

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

SPECIAL CALLED MEETING
OF THE
LEE COUNTY BOARD OF COMMISSIONERS
106 HILLCREST DRIVE
SANFORD, NORTH CAROLINA 27330

NOVEMBER 15, 2007
4:00 P.M.

A G E N D A

CALL TO ORDER – Chairman Brown

INVOCATION – K. R. Hoyle

PLEDGE OF ALLEGIANCE

I. NEW BUSINESS

- A. Consider offer from an anonymous donor to assign options on a parcel of real property in Lee County and the gift of shares of stock of sufficient value to fund the purchase of the property – K. R. Hoyle (page 1)
- B. Consider bankruptcy agreement between Lee County and Winn-Dixie Stores, Inc. – K. R. Hoyle (pages 2-4)

II. OTHER BUSINESS

ADJOURN

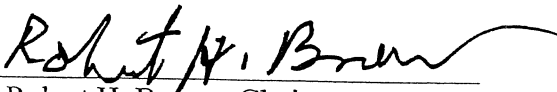
STATE OF NORTH CAROLINA)
COUNTY OF LEE)
NOTICE OF SPECIAL
MEETING OF THE
BOARD OF COMMISSIONERS

To the members of the Board of Commissioners for the County of Lee:

Notice is hereby given that, in accordance with Rule 6 (b) of the Board's Rules of Procedure, and in accordance North Carolina General Statute §153A-40, a Special Meeting of the Board of Commissioners will be held in the Commissioners' Room, First Floor, in the Lee County Government Center, 106 Hillcrest Drive, Sanford, N.C., on Thursday, November 15, 2007, at 4:00 p.m. for the purpose of:

1. To consider and either accept or reject an offer from an anonymous donor to assign options on a parcel of real property in Lee County and the gift of shares of stock of sufficient value to fund the purchase of the property in accordance with the terms of said option.
2. If the Board elects to accept the offer, to authorize the Chairman, Vice-Chairman, Clerk to the Board, County Manager or Finance Officer to open an account with Davenport and Company for the receipt of said stock.
3. Since shares of stock are not an approved investment of idle funds under North Carolina General Statute §159-130, to authorize the County Manager to authorize sale of said stock as soon as it is credited to the County's account.
4. Upon receipt of the funds from the sale of the stock, to authorize the County Manager to exercise the options to purchase the real property and pay the purchase price from the proceeds of the sale of said shares of stock.
5. To direct the County Manager to report to the Board at the first regular meeting of the Board after completing the purchase of the property a full and complete accounting of the expenditure of funds with respect to the transaction.
6. To transact such other business as may lawfully come before said meeting.

Dated Friday, the 9th day of November, 2007.


Robert H. Brown, Chairman

LEE COUNTY

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AGREEMENT BETWEEN THE COUNTY OF LEE AND WINN-DIXIE STORES, INC.

This Agreement, entered into as of the date indicated below, by and between Lee County ("Claimant") and Winn-Dixie Stores, Inc. and twenty-three of its reorganized debtor affiliates (collectively, the "Debtors"), is as follows:

RECITALS

- A. On February 21, 2005 (the "Petition Date"), the Debtors filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§101-1330, as amended (the "Bankruptcy Code") in the United States Bankruptcy Court for the Middle District of Florida (the "Bankruptcy Court").
- B. On June 29, 2006, the Debtors filed their joint plan of reorganization (the "Plan") (Docket No. 8856).
- C. On November 9, 2006, the Court entered an order approving the Plan, as modified (the "Confirmation Order") (Docket No. 12240). The effective date of the Plan was November 21, 2006 (the "Effective Date") (Docket No. 12745).
- D. Claimant is listed as a creditor in the Debtors' Chapter 11 cases (Case No. 05-03817 et. seq.) and has total tax liabilities in the amount of \$8,270.27 for certain business personal property taxes (the "Claim").
- E. Debtors and Claimant desire to liquidate the amount of the Claim and any other taxes and related amounts for business personal and/or real property taxes for the Tax Period (as defined in Section 4 below) for which no claim was filed (collectively, the "Unclaimed Accounts"); and

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth below, and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The Debtors and Claimant agree that Debtors shall pay Claimant \$4,838.11 (the "Settlement Amount") in satisfaction of the Claim and Unclaimed Accounts, including, but not limited to Account Number(s) 38005. This

Settlement Amount includes full payment of all delinquent pre-petition taxes owed by the Debtors through the Tax Period. The Settlement Amount represents the full and final settlement for the Claim and any and all Unclaimed Accounts for the Tax Period, which was or could have been, or may be, raised in any proof of claim or objection to proof of claim or otherwise.

2. Other than as provided for in this Agreement, Claimant will not receive any distributions on account of any proofs of claim or scheduled claims, including the Claim, it may have filed in the Debtors' Chapter 11 cases. All proofs of claim and scheduled liabilities of Claimant may require Claimant's execution of an Agreed Order for Claim resolution purposes.
3. Claimant and the Debtors agree that the Settlement Amount constitutes full and final payment for the claim and any and all Unclaimed Accounts and Claimant shall provide to the Debtors, within twenty (20) days of receipt of the Settlement Amount, fully paid tax receipts on the claim and any and all Unclaimed Accounts. Upon receipt of the Settlement Amount, Claimant, its directors, officers, affiliates, agents, employees, successors, assigns, and/or any party directly or indirectly related thereto releases, and holds harmless the Debtors and/or its current or former directors, officers, affiliates, agents, servants, employees, successors, transferees, assigns and/or any party directly or indirectly related thereto (the "Tax parties") from and against any and all actions, petitions, orders, claims, penalties, losses, or demands made, imposed on or asserted against the Tax Parties, together with all expenses, costs, losses, and damages against the Tax parties, directly or indirectly, arising out of or in connection with the Claim, the Unclaimed Accounts or any other matter set forth in Section 1 above. Further and upon receipt of the Settlement Amount, Claimant shall (i) forever waive its right to payment (other than the Settlement Amount payment) for any and all taxes, interest and penalties relating to any period that began and ended prior to 2007 (the "Tax Period") and (ii) shall discontinue all administrative or judicial actions currently pending, if any, remove all liens, if any, and release and waive forever Claimant's right to assert a claim against Debtors' past, present, and future directors, officers, and employees for any claim for taxes, interest or penalties relating to the Tax Period that Debtors have failed to remit, including any claim arising out of or in connection with the Claim or any other matter set forth in Section 1 above.
4. Claimant further agrees that its sole remedy for the Claim and the Unclaimed Accounts is payment of the Settlement Amount pursuant to this Agreement.
5. Nothing in this Agreement is intended, nor shall be construed, as superseding the claims reconciliation process except to the extent of the claim and Unclaimed Accounts. Furthermore, nothing in this Agreement is

intended, nor shall be construed, as acknowledging that Claimant has satisfactorily filed the claim or any other claims.

6. It is specifically understood and agreed that this Agreement does not constitute, and shall not be construed as, any admission of liability or fault whatsoever.
7. The Bankruptcy Court shall retain exclusive jurisdiction to hear any matters or disputes arising from or relating to this Agreement.
8. Each party represents that it understands and fully agrees to each and every provision of this Agreement.

AGREED this 15th day of November 2007.

Lee County, Claimant

ATTEST:

Gaynell M. Lee, Clerk

By: _____
Robert H. Brown, Chairman
Lee County Board of Commissioners

By: _____
On behalf of Winn-Dixie Stores, Inc. and
twenty-three of its reorganized debtor
affiliates

Title: _____